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11 UNITED STATES DISTRICT COURT

12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 JUAN J. YEPEZ,) Case No. 11-CV-01534 PSG
14 Plaintiff,)
15 vs.) STIPULATION TO DISMISS WITH
16 WARREN HENRY KNOX dba KNOX) PREJUDICE; COURT TO RETAIN
ROOFING and FOREVER FIREWOOD,) JURISDICTION AND TO ENFORCE
INC.) PAYMENT AGREEMENT and
17 Defendants.) ORDER
18) Action Filed: March 30, 2011
19) Trial Date: Not Set

20 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY STIPULATE
21 AS FOLLOWS:

- 22 1. The matter has fully settled. The parties have executed
23 a written settlement agreement settling all claims made
24 in the Complaint.
- 25 2. The parties stipulate that this matter be dismissed with
26 prejudice.
- 27 3. The terms of the settlement agreement call for all
28 payments to be made by December 20, 2011, to pay all

1 consideration for the settlement.

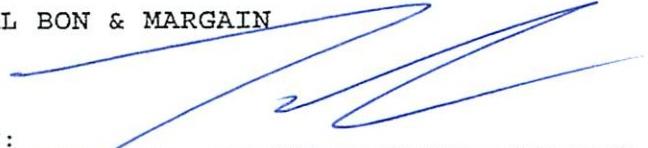
2 4. The parties request that the Court retain jurisdiction
3 until January 8, 2012 in the event the payment is not
4 made.

5 IT IS SO STIPULATED

6 FOR PLAINTIFF

DAL BON & MARGAIN

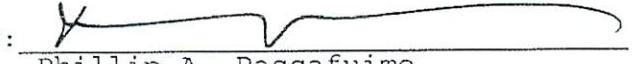
7 DATED: September 6, 2011

8 By: 
Thomas E. Margain

9
10 FOR DEFENDANTS

DAWSON, PASSAFUIME, BOWDEN &
MARTINEZ

11 DATED: September 6, 2011

12 By: 
Phillip A. Passafuime

ORDER

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement. The Court retains jurisdiction to enforce the terms of the payment provision of the settlement until January 8, 2012. At that time, the Court directs the clerk to close the file. This Order is without waiving the ability of any party to move to enforce other provisions of the settlement agreement if there is a breach by separate legal proceedings.

IT IS SO ORDERED.

DATED : 9/14/2011

By: Paul S. Grewal
PAUL S. GREWAL
United States Magistrate Judge